

Collective Bargaining Agreement

Between

Finora Inc.

FINORA

and

Grain Services Union (ILWU • Canada)



Covering all employees of Finora Inc. employed at its operations in the Town of Wilkie, Saskatchewan, excluding the General Manager, Plant Foreman, and Human Resources Manager.

Effective July 1, 2007, to June 30, 2010

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COLLECTIVE AGREEMENT

Entered into this day of , A.D. 2007.

BETWEEN:

Finora Inc.

Hereinafter called THE COMPANY

and

GRAIN SERVICES UNION (ILWU • Canada)

Hereinafter called THE UNION

Duration of Agreement: July 1, 2007 to June 30, 2010

WITNESSETH:

1 – Recognition

1.01 SCOPE

The Company recognizes the Union for the duration of this agreement as the sole bargaining agent for the purpose of collective bargaining in respect to wages and all other conditions of employment on behalf of the Company's employees within the following bargaining unit, namely:

All employees of Finora Inc. employed at its operations in the Town of Wilkie, Saskatchewan, excluding the General Manager, Plant Foreman, and Human Resources Manager.

1.02 ACCESS

The Staff Representative(s) of the Union shall in the course of his/her duties have access to the Company premises provided that he/she has received the permission of the Company, such permission not to be unreasonably withheld. Any business between the Staff Representative and an employee shall be conducted during non-working times.

2 – Definitions

2.01 SENIORITY

No employee shall acquire seniority until he/she has completed satisfactorily a probationary period of ninety (90) calendar days, at which time his/her seniority shall be retroactive to the date of hiring.

Except for seniority as defined above, the terms of this agreement shall apply to all probationary employees excepting that such probationary employees may be terminated for lesser cause. Lesser cause shall mean that, in the Company's opinion, the probationary employee's job performance or suitability to the job is unsatisfactory.

Seniority shall be calculated, on the basis of last hire date for permanent full time employees. For part time, casual, and temporary employees seniority shall be calculated on a cumulative basis, to include all service with the Company based on straight time hours paid.

2.02 SERVICE WITH THE COMPANY

If employment with the Company is broken by resignation or termination of employment, service prior to such resignation or termination shall not be included in computing service with the Company.

2.03 PROMOTION

Shall mean the movement of an employee from a position to a position bearing a higher pay maximum.

2.04 DEMOTION

Shall mean the movement of an employee from a position to a position bearing a lesser pay maximum.

2.05 TRANSFER

Shall mean the movement of an employee from a position to another position bearing an identical pay maximum.

2.06 LAYOFFS

The word "layoff" means a period of time when employees are not required to work due to a shortage of work, or shutdown or discontinuance of all or part of the Company's operations, or a reduction in hours of work.

3 – Spirit and Intention

3.01 The spirit and intention of this Agreement is to maintain good and amicable relations between the Company and all of its employees covered by this Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by collective bargaining and agreement between the parties hereto. This Agreement is in

no sense to be taken as a discouragement to direct negotiations where a solution can be reached by such means without having recourse to the grievance procedure hereinafter provided.

4 – Union Security

- 4.01 The Company agrees that as a condition of employment, membership dues or sums in lieu will be deducted from the wages earned by all employees covered by this collective agreement.
- 4.02 Membership dues or sums in lieu deducted from salaries shall be paid monthly to the General Secretary of the Union within fifteen (15) calendar days following the completion of the last payroll period in the calendar month. The remittance shall contain information with respect to each individual employee including name, home address, wage rate, classification, total straight time earnings for the period, total dues deducted, and the period covered by the remittance for the employee.
- 4.03 The Company shall furnish the General Secretary of the Union with employee change lists monthly, which shall include the name, location, classification, salary, and effective date of all employee changes, including new hires.

5 – Management Rights

- 5.01 The management of the Company's operations and the direction of the working forces are vested solely and exclusively in the Company. The Company agrees that in the exercise of its management rights, it will not violate any of the terms of this agreement or the law, and shall be subject to the right of any employee or the Union to file a grievance, as provided in Article 4. The enumeration of the management rights listed below shall not be deemed to exclude other rights not enumerated. The Company retains the sole and exclusive right to manage the business, and its rights include the following:
- The planning, control, and direction of the Company's operations.
 - The scheduling of work to be done and how it is to be done
 - The assignment of employees to perform work.
 - The determination of the skills to run the operations.
 - The determination of the ability of employees as it relates to job performance.
 - To maintain discipline and efficiency.
 - The establishment and enforcement of reasonable rules of conduct.
 - The right to hire, demote, suspend, discharge, or discipline for cause, and to transfer and lay off employees.

- The methods, processes, and means of manufacturing.
- The control and regulation of all equipment and other property of the Company.
- The determination of production standards.
- The determination of the quality and quantity of work to be produced.
- The determination of the products to be manufactured and produced.
- The location or relocation of plants.
- The closing down of plants, or any part of a plant.
- The work to be assigned to each part of the operation.
- The shifts to be worked.
- The determination and establishment of any new or improved production methods or facilities.

6 – Company Relations

6.01 NON DISCRIMINATION

The Company will not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, nationality, ancestry or place of origin, political affiliation, union activity, sexual orientation, marital status, or physical or mental disability.

6.02 UNION NOTICE BOARD

The Company agrees to provide, in each of its locations covered by the collective agreement, one bulletin board, in a convenient location, for the use of the Union. The main purpose of the bulletin board shall be for the posting of notices relating to union meetings, union elections, union officers and staff, social and recreational events.

- 6.03 The Company shall provide all employees with copies of appraisals and evaluations. Further employees shall be given access to their personnel file and/or give a union representative permission to access their file.

7 – Strike/Lockouts

7.01 NO STRIKE/LOCKOUT

The Union, its Agents, and each employee agree that during the term of this Agreement, there shall be no strikes, slowdowns, or withholding of production and the Company agrees that there shall be no lockout.

8 – Grievance Procedure

- 8.01 The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the Manager, and both the Company and the Union shall encourage employees to discuss their complaints with their Manager so as to resolve differences quickly and directly, prior to the following procedure:
- 8.02 Formal grievances, whether individual or executive, shall be raised within fourteen (14) calendar days of the date on which the grievance becomes apparent, or ought to have become apparent. Grievances shall be in writing on the approved grievance form and shall be dealt with in the following manner:
- 8.03 Step 1 - The grievance shall be taken up with the first line out of scope Manager, or his\her designate, who shall render a written decision within eight (8) calendar days of the receipt of the grievance.
- 8.04 Step 2 - Failing a satisfactory settlement of the grievance at Step 1, the General Secretary of the Union or his\her designate shall consult with the General Manager or designate of the Company. If a settlement is not achieved within a further fourteen (14) calendar days, it may be submitted to arbitration as hereinafter provided.
- 8.05 ARBITRATION

In the case of any dispute arising between the parties regarding the meaning or alleged violation of this Agreement which the parties are unable to settle between themselves, the matter may be referred to a single Arbitrator. The Arbitrator shall be selected in rotation from the following list:

1. Dan Ish
2. Francine Chad-Smith.

The request to act shall be made in writing within fourteen (14) calendar days from the date of notice from either party to the other of its desire to refer the matter to Arbitration. The person appointed shall be duly empowered to act as sole Arbitrator.

The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and provisions of the Agreement, but it is agreed that where disciplinary action is involved, the Arbitrator shall have the power to award a penalty or amend a penalty imposed by the Company. The decision of the Arbitrator shall be final and binding upon the parties and upon any employee or employees concerned.

No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for one half (1/2) the expenses and/or fees payable to the Arbitrator.

- 8.06 All time limits referred to in Article 8 shall be exclusive of statutory holidays. Time limitations in the above articles may be extended by mutual agreement between the two parties. Such requests shall not be unreasonably denied.
- 8.07 Employees must have benefit of representation by Union officials at any of the steps in the grievance procedure.
- 8.08 In the event of a grievance, the Company agrees, upon request, to provide the Union with copies of disciplinary and any other documents which the Company intends to use in regard to the specific grievance.
- 8.09 A grievance concerning a discharge of an employee shall be initiated at Step 2 of the grievance procedure by a written grievance being submitted to the General Manager or designate within seven (7) calendar days of the dismissal. Thereafter the time limits set forth in the grievance procedure outlined above shall be followed.
- 8.10 The Union shall have the right to submit an executive grievance within fourteen (14) calendar days of the circumstances giving rise to the executive grievance. An Executive Grievance is a grievance filed by the Union, as opposed to a grievance filed by an individual. Such grievance shall be initially presented in writing at Step 2 of the grievance procedure. Thereafter, the time limits set forth in the grievance procedure outlined above shall be followed.
- 8.11 The Company agrees that shop stewards shall have the right to perform their duties, investigate disputes and represent employees on grievances. No shop steward will leave his/her work without the permission of his/her Manager. Shop stewards may participate in Articles 8.01, 8.02, 8.03 and 8.04 of the formal grievance process on paid Company time.
- Shop Stewards will investigate grievances on scheduled breaks or after working hours whenever possible.
- 8.12 When an employee is required to attend a meeting where a disciplinary decision concerning him/her is to be taken by the Company the employee is entitled to have a designated representative of the Union attend the meeting.

9 – Lay Off and Recall Procedure

- 9.01 A laid off employee shall be entitled to remain on a lay off list for a period of twelve (12) months. If, at the end of the twelve (12) month period no work is available the employee shall be so advised and their employment terminated.
- 9.02 While on lay off an employee shall not earn seniority, but he/she shall retain seniority which he/she had accumulated to the time of his/her lay off.

9.03 Except where the lay off is as a direct result of an accident or disaster requiring the sudden and unforeseen closure of a part or all of any operation, an employee who is laid off is entitled to one week written notice of lay off, or pay in lieu of notice.

9.04 A short-term lay off shall be defined as a lay off lasting 30 calendar days or less.

A long-term lay off shall be defined as a lay off lasting more than 30 calendar days.

An employee on short term lay off that extends past 30 calendar days shall gain access to the rights set forth in 9.05. ii).

9.05 Employees given notice of lay off shall exercise seniority rights as follows:

i) In the case of a short term lay off an employee shall be entitled to exercise seniority to avoid lay off only in his/her regular job classification, provided they possess the necessary skill and ability to perform the duties required of the position.

ii) In the case of a long term lay off, an employee shall be entitled to exercise seniority in their own job classification or to the most junior employee in a lower job classification, provided they possess the necessary skill and ability to perform the duties required of the position.

9.06 It is understood that exercise of seniority rights under 9.05 above will be on a temporary basis until such time as the employee's regular position becomes available again. The employee will then return to his/her regular position.

9.07 When recalling employees from lay off, employees will be recalled to work in order of seniority provided they are qualified to perform the available work.

9.08 When a laid off employee is being recalled he/she must accept recall to his/her previous classification, or equivalent, or to a lower classification, subject to the following terms:

i) If an employee on a lay off rejects recall to a lower classification, he/she will only be recalled to his/her previous classification unless he/she notifies the Company in writing of his/her willingness to accept a lower classification. The junior employee on lay off in a classification must accept a recall in that classification in accordance with Article 9.09.

ii) It is understood that a return from lay off to a lower classification shall be on a temporary basis until such time as the employee's regular position becomes available again. He/She will then return to his/her regular classification.

- 9.09 An employee on the lay off list, as specified in Article 9.01, when recalled to work, shall be notified by telephone or other suitable communication to their last known number or address. The employee shall notify the Company within seven (7) calendar days of receiving a recall of their intention to return. Failure to notify the Company may result in termination at the Company's discretion.
- 9.10 Employees on lay off shall provide the Company with their current address and phone number.
- 9.11 Employees who bump to a lower classification to maintain employment shall have their wages set according to their current pay grade in the salary range, or to the top pay grade of the salary range which they bumped into, whichever is lower.

10 – Job Posting

- 10.01 In the matter of promotion, demotion, transfer, temporary performance of higher duties of more than thirty (30) calendar days duration, seniority shall prevail subject to qualifications.
- 10.02 When filling vacancies and new positions within the scope of this Agreement, the position shall be posted for a minimum of seven (7) calendar days and such postings shall be posted on all bulletin boards. Employees will be required to apply in writing prior to the expiry date indicated on the posting. In the selection process, seniority shall prevail subject to qualifications. An applicant having more seniority than the appointed applicant may request reasons in writing for not receiving the appointment.
- 10.03 Employees may put forward applications for future postings that interest them and have their names placed on a posting list to be automatically considered candidates for those posted positions. Employees must submit a separate application for each position. The Company shall maintain posting lists and employees on the list shall be considered as applicants for vacancies posted pursuant to Article 10.02.
- 10.04 It shall be the policy of the Company that in filling any vacancy outside the scope of this agreement, present employees will be given first consideration.
- 10.05 Seniority lists shall be updated and posted annually.
- 10.06 On promotion or change of position, an employee shall be required to serve a sixty (60) calendar day assessment period. During this period the Company shall determine the employee's suitability for the position, subject to the employee's right to grieve if they are deemed unsuccessful.

10.07 Employees who do not complete the assessment period shall revert to their former position. The employee may choose to revert to their former position during the assessment period.

10.08 Article 10.06 and 10.07 shall apply to employees who promote to out-of-scope positions.

11 – Leave of Absence With Pay

11.01 BEREAVEMENT / SPECIAL LEAVE

Leave of absence with pay at regular straight time hourly rates up to three (3) consecutive working days shall be granted to an employee who has completed their probationary period, for pressing emergency. Pressing emergency shall only include serious accident or serious illness in the immediate family of an employee. Bereavement leave of up to three (3) consecutive working days immediately following the date of death shall be granted. Immediate family shall be defined to include the employee's mother, father, mother in law, father in law, spouse, daughter, son, sister, brother, common law spouse, grand parents, step parents.

Effective July 1, 2008:

For bereavement leave purposes only, where major travel or special circumstances are involved, approval may be given by the Company to extend the three (3) day limit to five (5) days.

11.02 Effective July 1, 2008:

JURY LEAVE

In keeping with the policy that an employee not suffer a loss of pay while serving as a juror, leave with pay of up to five (5) working days as provided for in Article 11.01 shall be granted for jury leave. The remuneration to be received by the employee on any working day the employee reports for or serves on the aforementioned shall be the employee's regular rate of pay for the day less jury duty fees received for that day.

11.03 An employee on leave of absence covered by this article shall continue to accumulate seniority, vacation credits, and other service benefits.

12 – Leave of Absence Without Pay

12.01 GENERAL LEAVE OF ABSENCE

If circumstances permit, the Company may grant leave of absence with or without pay for a reason acceptable to the Company. Any leave of absence shall be applied for in

writing and shall specify the reason for requesting the leave. An employee shall not take employment elsewhere during the period of leave of absence. An employee on a paid leave of absence under this Agreement shall continue to accrue Seniority, Vacation Credits and other benefits. An employee on any leave of absence without pay under this Article shall maintain seniority and benefits accumulated prior to taking the unpaid leave of absence but shall not further accrue seniority and vacation benefits or other service benefits. Employees on LOA subject to Article 12.04 shall continue to accumulate seniority, vacation and other service benefits.

12.02 MATERNITY LEAVE

Female employees shall be entitled to maternity leave in accordance with the Canada Labour Code.

12.03 PARENTAL LEAVE

Parental Leave shall be granted in accordance with the Canada Labour Code.

12.04 UNION LEAVE

- i) Leave of absence without pay shall be granted to two (2) designated Union representatives for the purpose of collective bargaining.
- ii) Leave of absence without pay shall be granted to one (1) designated Union representative for the purpose of attending Annual and Semi Annual meetings for the Union's Joint Executive Council, and the GSU Biennial Policy Convention.
- iii) Leave of absence without pay shall be granted for educational purposes.

12.05 The Company shall continue the regular wages of employees on authorized Union business when so requested by the Union. The Company shall bill the Union for regular work hours paid during which the employee was on Union business approved by the General Secretary or his or her designate. Employees on union leave shall be covered by the Union's WCB insurance.

13 – Health and Safety

13.01 The Company and the Union recognize an employee's right to working conditions which show respect for his/her health, safety, and physical well being.

13.02 The Company and the Union shall work together to promote a safe, healthy, and injury free workplace.

13.03 The Company and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end, joint safety committees shall be established. All employees covered by this collective agreement will be eligible to let their name stand for election to the Joint Health and Safety Committee.

14 – Benefit Plans

14.01 SICK LEAVE PLAN

- i) Employees shall earn and accumulate sick leave credits on the basis of four (4) hours per month of continuous service from commencement of employment, to a maximum of 80 hours.
- ii) Employees who are sick and/or disabled will be entitled to payment of wages commencing with the first day of illness or disability at the rate of pay that would apply if the employee were not absent on sick leave to the limit of his/her accumulated sick leave credits. The Company may require a Doctor's note for absences over two (2) days.

14.02 The company will review the usage of the paid sick leave benefit program every six (6) months during the term of this agreement and will discuss the usage with representatives of the Union. If, in the Company's opinion, which shall not be exercised in an arbitrary or inequitable manner, the usage is excessive, the paid sick leave plan will be terminated at the end of this agreement by providing sixty (60) calendar days notice to the union.

14.03 BENEFITS

The current benefit plans shall remain in force and effect for the life of the Collective Agreement. All premiums are paid by the Company. Providers of service may be changed, but benefits will be maintained at the same, or no less advantageous, level for the employees.

14.04 PENSION PLAN

The Company shall pay four (4) percent of earnings into an RRSP

15 – Scale of Wages, Job Classifications and Job Descriptions

15.01 The scale of Wages, and Job Classifications shall be set forth in Schedule A which shall be attached hereto, and such schedule shall form part of this Agreement.

15.02 If the responsibilities and/or duties of a job change, the position shall be examined when so requested by the employee. The request by the employee can be made at any

time, providing a request respecting the position to be examined has not been processed in the preceding six months of the date of request. The request for examination by the employee shall be submitted in writing to the General Manager or designate. The General Manager or designate shall notify the employee of the result of that examination within fourteen (14) calendar days. The employee may, if not satisfied, enter into the grievance process as outlined in Article 8.

- 15.03 The salaries for new positions or revised positions shall be the subject of discussions between the Company and the Union. When a job description for a new position has been submitted to the Union by the Company, negotiations shall commence respecting the scope and salary for the position within fourteen (14) calendar days. Where agreement cannot be reached regarding the rate of pay within seven (7) calendar days of commencement of negotiations, the position may be advertised at the rate proposed by the Company and may be filled on that basis.

16 – Shift Change

- 16.01 An employee whose scheduled hours of work are changed without two (2) days prior notice shall be paid one and one half times the regular rate of pay for the first full shift following the change. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- 16.02 Provided sufficient advance notice is given and with the approval of the employer, employees may exchange shifts if there is no increase in cost to the employer.
- 16.03 The Company shall consult with the Local Union Executive before implementing any new shift arrangement, modified shift arrangement, or altering the starting and quitting times. Such consultations shall begin where possible at least two weeks before the intended change is to take place. The Company shall consider any alternatives put forward by the Union, and shall endeavor to reach an agreement acceptable to all.

17 – Severance Allowance

- 17.01 An employee who has completed their probationary period and who is terminated, for other than just cause shall be entitled to severance pay of five (5) days pay, or two (2) days pay per year of service, which ever is the greater.

18 – Temporary Performance of Higher Duty

- 18.01 When an employee is required by the Company to perform the duties of a higher classification level on an acting basis he/she shall be paid temporary performance of

higher duty pay, as if he/she has been promoted to the higher classification for the period in which he/she acts.

- 18.02 In order to provide training opportunities, employees may be given the opportunity to train at positions other than their own. The employee will continue to earn their current salary. Such training period shall be for a maximum of one hundred-sixty (160) hours in total. All employees will be given equal opportunity to access training. During the training period the company shall ensure that the regular incumbent in the position is on-site at all times.

19 – Contracting Out

- 19.01 In order to provide job security for the members of the bargaining unit the Company agrees that before contracting out in whole or in part, work or services performed or which could be performed by the employees in the unit, they will notify the Union of the proposed contracting out, and enter into discussions aimed at eliminating, or reducing job loss or layoff.

20 – Hours of Work and Overtime

- 20.01 a) As a norm, the work week shall be forty hours consisting of five consecutive eight-hour days. The daily hours are inclusive of rest periods and lunch breaks except for the day shift where the lunch break is excluded. On all shifts the lunch period may be scheduled so as to minimize interruptions to production.
- b) Employees are entitled to paid lunch and rest periods while any process they are responsible for is in operation.
- 20.02 Employees will be paid overtime for all hours worked in excess of eight hours per day or 40 hours in a week at the rate of time-and-one-half.
- 20.03 Each employee shall receive a 15-minute rest period during each half working day and the paid rest period shall be approximately midway between each work shift, provided more than two hours have been worked in each half day.
- 20.04 The work week shall commence on Sunday at 11:00 p.m., and end on Sunday at 11:00 p.m. each week.
- 20.05 The Company shall maintain the semi-monthly pay period system.

21 – Reporting Pay, Call Out Pay, Premium Pay

21.01 REPORTING PAY

An employee who reports for work on his/her scheduled shift shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater. An employee may request a shift shorter than three (3) hours, in which case she/he shall be paid for time actually worked.

21.02 CALL BACK

A minimum of three (3) hours' pay will be paid to an employee who is called out for work after the employee has finished his/her regularly scheduled working hours.

22 – Vacations

22.01 Employees shall be entitled to vacation on the following basis:

- Three (3) weeks vacation: ten (10) years of service and under .
- Four (4) weeks vacation after ten (10) years of service.

Vacation pay shall accumulate on the basis of 5.77 percent of all earnings for three (3) weeks of entitlement, and 7.7% of all earnings for four (4) weeks of entitlement..

22.02 Vacation pay shall be banked and paid out at the employee's request up to two times per year. All vacation pay outstanding will be paid out on December 31 of the year in which it was earned. Requests for vacation pay must be made four (4) weeks prior to receiving.

22.03 The annual holiday scheduling procedure will be according to service with the Company; i.e. longer service - first choice.

22.04 Vacations shall be scheduled at a time mutually agreeable between the employee and the Company except for Vacation Shutdown periods.

22.05 If the Company schedules a vacation shut down, it must:

- i) Schedule no more than 2 weeks annually.
- ii) Schedule the shutdown for a minimum of one week, or a maximum of two consecutive weeks in the months of July, August or December.
- iii) Notice of a shutdown must be given no later than March first of each year. Once scheduled, employees will be given the option of taking the time off, even if the shutdown is canceled. If Management allows employees to work

during a shutdown, employees who are willing to work will have their vacation rescheduled to a time that is mutually agreed on.

23 – General Holidays

23.01 New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, shall be recognized as General Holidays and employees shall be entitled to the above named General Holidays with full pay. In the event that an employee is required to work the whole or part of a General Holiday, he/she shall be entitled to one and one half (1 ½) times his/her normal pay for the period so worked in addition to the regular day's pay for the General Holiday.

24 – Casual, Temporary, and Part-time Employees

1. The rate of pay for casual, temporary and part-time employees shall be as stipulated in Wage Classification A of Schedule A .
2. Casual, temporary and part-time employees shall not be eligible for participation in the benefit plans.
3. Casual, temporary and part-time employees will not be hired to displace, or replace a regular employee. The Company shall not use any system of consecutive employment of casuals to avoid hiring a regular employee.
4. Casual, temporary and part-time employees will be paid for Statutory holidays in accordance with the Canada Labour Code, and vacation pay in accordance with the Collective Agreement.

25 – Administration of Salary Schedule

- 25.01 Employees shall move to the next step in the salary schedule upon completion of the required time in the classification and subject to achieving a satisfactory performance review. Employees have the right to grieve if they disagree with their performance review.
- 25.02 An employee who promotes to a position shall have their salary adjusted to a step in their new classification which provides them with an increase. Employees will retain their increment date unless they receive an increase equal to or greater than two (2) increments, in which case their increment date will change to the promotion date.

25.03 Employees who demote shall have their wages set according to their current pay grade in the salary range, or to the top pay grade of the salary range which they demoted into, whichever is lower.

26 – Technological Change

The provisions of the Canada Labour Code shall apply to all situations involving Technological Change.

27 – Effective Date and Duration of Agreement

A party wishing to revise this Agreement shall notify the other party in writing within one hundred and twenty (120) days prior to the expiry date hereof and on delivery of such notice the parties shall, within 10 (ten) days, or such later time as may be mutually agreed, commence negotiations.

This agreement shall be effective from July 1, 2007, and remain in full force and effect until June 30, 2010, and shall automatically continue thereafter from year to year until either party serves notice to the other of their desire to negotiate a revision thereof. During the negotiations for the renewal of this agreement or negotiations for a new agreement the terms and conditions of this agreement shall remain in full force and effect without prejudice to any retroactive clause of a new agreement until a new agreement superseding this agreement has been duly executed.

Schedule A

PAY CODES as of July 1, 2007

Pay Code	Current	Effective 1-Jul-07	Effective 1-Jul-08	Effective 1-Jul-09
		\$ 0.65+	\$ 0.50+	\$ 0.50+
1	\$ 22.25	\$ 22.90	\$ 23.40	\$ 23.90
2	\$ 21.55	\$ 22.20	\$ 22.70	\$ 23.20
3	\$ 20.85	\$ 21.50	\$ 22.00	\$ 22.50
4	\$ 20.20	\$ 20.85	\$ 21.35	\$ 21.85
5	\$ 19.40	\$ 20.05	\$ 20.55	\$ 21.05
6	\$ 18.85	\$ 19.50	\$ 20.00	\$ 20.50
7	\$ 17.95	\$ 18.60	\$ 19.10	\$ 19.60
8	\$ 17.30	\$ 17.95	\$ 18.45	\$ 18.95
9	\$ 16.97	\$ 17.62	\$ 18.12	\$ 18.62
10	\$ 16.50	\$ 17.15	\$ 17.65	\$ 18.15
11	\$ 15.90	\$ 16.55	\$ 17.05	\$ 17.55
12	\$ 15.40	\$ 16.05	\$ 16.55	\$ 17.05
13	\$ 14.85	\$ 15.50	\$ 16.00	\$ 16.50
14	\$ 14.05	\$ 14.70	\$ 15.20	\$ 15.70
15	\$ 13.75	\$ 14.40	\$ 14.90	\$ 15.40
16	\$ 13.15	\$ 13.80	\$ 14.30	\$ 14.80
17	\$ 12.45	\$ 13.10	\$ 13.60	\$ 14.10
18	\$ 11.95	\$ 12.60	\$ 13.10	\$ 13.60

Pay code ranges for hourly job classifications

Pay codes are 12 month increments

Employees above their pay grid shall be green circled at their current pay code

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1. INV CONTRL	1	2	3	4														
2. TRAINER			3	4	5	6												
3. SR. OP RW&2ND				4	5	6	7											
4. MAINT					5	6	7	8										
5. OP RW					5	6	7	8										
6. EX ADMIN							7	8	9	10								
7. OP 2ND AVE				5	6	7	8											
8. SCALE RW								8	9	10	11							
9. SCALE 2ND								8	9	10	11							
10. BAG LDR													13	14	15	16		
11. BAG														14	15	16	17	18

Schedule B

ALLOWANCES

Employee Uniforms

The Company shall supply coveralls as required

Boot Allowance

The Company shall provide a safety boot allowance of one hundred dollars (\$100.00) annually toward the cost of approved safety footwear.

Tools

The Company shall supply all tools required for maintenance of the facilities.

Winter Clothing

The Company shall provide winter parkas.

